



3-304

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bowe Bell + Howell Company

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: September 25, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See Schedule A-1 and Schedule A-2 attached hereto.

B. Patent No.(s)

See Schedule A-1 and Schedule A-2 attached hereto.

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Intern: Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street address:

City: State: ZIP:

6. Total number of applications and patents involved: 136

7. Total fee (37 CFR 3.41).....\$5440<sup>00</sup>-

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

[Box with checkmark]

(Attach duplicate copy of this page if paying by deposit account)

03/04/2004 LUPELLER 00000054 60462338  
01 FC-8021 5440.00 DP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrea Serdiuk, Paralegal

Name of Person Signing

*Andrea Serdiuk*  
Signature

2/7/04  
Date

Total number of pages including cover sheet, attachments, and document:

8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A-1**

**TO PATENT COLLATERAL AGREEMENT**

**Patent Number**

60/462,338  
60/462,337  
60/462,331  
60/462,320  
60/462,319  
60/462,318  
60/461,992  
10/626,595  
10/615,590  
10/366,178  
10/359,928  
10/335,910  
10/273,464  
10/175,433  
10/174,859  
10/118,346  
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10/055,604  
10/054,774  
10/034,853  
09/843,231  
09/829,725  
09/810,791  
09/770,984  
09/752,198  
09/694,653  
09/694,403  
09/596,978  
6,390,461  
6,276,621  
09/352,441  
08/747,147  
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## Patent Number

6370521  
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## Patent Number

5725449  
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**Patent Number**

5042232  
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**SCHEDULE A-2**

**TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

None.

## PATENT COLLATERAL AGREEMENT

This 25th day of September, 2003, BOWE BELL + HOWELL COMPANY, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 3400 W. Pratt Avenue, Lincolnwood, Illinois, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

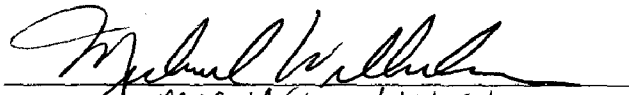
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Patent Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of September 25, 2003 originally by and among Debtor, certain of its affiliates and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

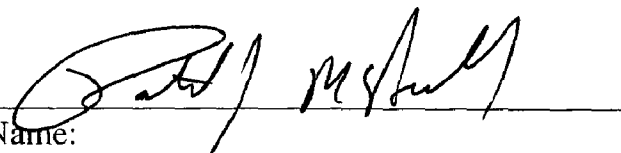
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BOWE BELL + HOWELL COMPANY

By   
Name: MICHAEL WILHELM  
Title: VICE PRESIDENT

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured Party

By   
Name:  
Title:

Signature Page to Patent Collateral Agreement